

Cargill. Any attempted assignment in violation of this provision shall be void.

2. Neither party shall be responsible for the delay or failure to perform its obligations hereunder when due to circumstances beyond its reasonable control, which shall include, but are not limited to, the generality of the foregoing: severe weather conditions, disease, governmental action, etc. Without limiting the foregoing, Producer understands and acknowledges that Cargill shall not be liable for any delay or failure to perform if state or federal government prevents Cargill from shipping pigs across state lines or into Producer's home state.

3. Producer warrants that he/she has read and understands this Request, acknowledges that this document sets forth the entire and only agreement between Cargill and Producer, and understands that this Request supersedes any prior or subsequent verbal or implied representations or understandings. This Request can only be modified by written agreement signed by both parties.

4. **THIS REQUEST IS NOT VALID UNLESS IT CONTAINS THE SIGNATURE OF A PORKWORKS BUSINESS MANAGER FOR CARGILL. NO OTHER CARGILL EMPLOYEE IS AUTHORIZED TO SIGN ON CARGILL'S BEHALF.**

THIS REQUEST CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.